

MAIN EXTENSION CONTRACT
(INDIVIDUAL)

NOTE: Where material is in adjacent sets of brackets, choose one alternative.

This agreement entered into this _____ day of _____, 19__, by and between _____ of _____, Maine, (hereinafter called the "applicant" _____) and the _____, a water utility duly established under the laws of the State of Maine with principal place of business at _____ (hereinafter called the "utility").

WHEREAS, the utility is engaged in the business of supplying water service to the public in the _____ of _____, and

WHEREAS, the applicant [has requested that the utility's water main be extended] [has requested service from a main extension to which the first customer was connected within the past ten years] to serve property owned by the customer on _____ in _____ a distance of approximately _____ feet from the end of the existing water main on _____.

NOW, THEREFORE, it is agreed between the customer and the utility as follows:

1. The applicant agrees to pay to the utility \$ _____ which is its share of the line extension, including the fire protection allocation, as calculated pursuant to rules of the Public Utilities Commission plus the cost of the utility portion of the service line, less the investment amount which the utility will make-for the customer.¹ The applicant agrees that this full amount will be paid by _____, 19__.²

¹ Material from the word "less" to end of sentence should be excluded if utility has chosen pursuant to 35 M.R.S.A. §72-A to make no investment in main extensions.

² No earlier than two weeks prior to the start of construction.

2.

2. The applicant agrees that payment shall be made according to the following schedule:

a. The applicant agrees to deposit the amount of \$_____ with the utility on _____, 19__³ which represents _____% of the cost of materials and supplies and detailed engineering.

b. The applicant agrees to pay \$ _____ which is the remainder of the total amount-required by paragraph, by _____, 19__.⁴

3. The utility agrees to [extend its main and provide service] (provide service from a main extension to which the first customer was connected within the past ten years] as described above after receipt of the amounts described in paragraph 2.

4. The utility agrees to furnish all pipe, fittings, pumps, controls, structures, equipment and whatever labor is required to install said main completely and to make a service connection to the property line of the applicant.

5. Where these facilities are being installed on private property, the applicant agrees to furnish the Utility a permanent easement, free of encumbrances, entitling the utility to construct, own, maintain and replace the above described facilities.

6. Within 60 days following determination of the final costs incurred for the extension, including main, utility portion of the service line and fire protection allocation, the amount advanced shall be adjusted to the actual cost of construction less the investment amount if applicable, either by the utility's return to the applicant of any excess amount, or by an additional payment by the applicant to the utility to cover any deficiency.

7. Each time a new customer is connected to the water main during the 10 years following connection of the first

³ No earlier than two months in advance of construction.

⁴ No earlier than two weeks prior to the start of construction

7. Each time a customer is. connected to the water main until 10 years after connection of the first customer, the utility will make an investment in the main extension in the amount of \$_____, the investment amount calculated for 19__-__.⁵ The utility will pay the investment amount to the developer. In no event shall the aggregate amount of investment by the utility pursuant to paragraph 5 exceed 50%, of the total cost of the main extension⁶

8. The water main extension and utility portions of all service lines shall be the property of the utility. The utility will have a continuing obligation to maintain it.

9. The utility shall have the right to extend its main further beyond the extension and to serve other mains, or to tap and take off from the extension laterally. Further or lateral extensions shall not be considered as part of the main extension agreed to herein for purposes of investments by the utility or customer contributions.

10. This contract is subject to the rules of the State of Maine Public Utilities Commission governing water main extensions (65-407-C.M.R. 65), which are hereby incorporated by reference into this contract. In the event of a conflict between this contract and the Commission's water main extension rule, the rule shall govern. The parties understand that the provisions of this contract are subject to alteration by a decision or rule of the Public Utilities Commission.

11. Disputes arising under this contract or under the Public Utilities Commission water main extension rule may be referred pursuant to Chat rule to the Commission for resolution.

⁵ Year of connection of first customer to main extension.

⁶ Paragraph 7 not applicable if the utility has chosen pursuant to 35 M.R.S.A. §72-A to make no investment.

IN WITNESS WHEREOF, said parties hereto have caused this agreement to be executed by their duly authorized officers this _____ day of _____ in the year 19__.

WITNESSES:

By _____
Its

By _____
Its

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MAIN EXTENSION CONTRACT
(DEVELOPER)

NOTE: Where material is in adjacent sees of brackets, choose on alternative.

This agreement entered into this _____ day of _____
19__, by and between _____ of _____,
Maine, (hereinafter called the "developer") and
the _____ a water utility duly established
under the laws of the State of Maine with principal place of business
at _____ (hereinafter called the "utility").

WHEREAS, the utility is engaged in the business of supplying water service
to the public in the of _____, and

WHEREAS, the developer has requested that the utility's water main be extended
to serve property owned by _____ on _____
in _____ a distance of approximately _____ feet from the end of
the existing water main on _____.

NOW, THEREFORE, it is agreed between the developer and the utility as
follows:

1. The developer agrees to pay to the utility \$ _____,
which is the full cost of the line extension plus the amount of
the utility's portion of all service lines for _____
lots¹ The developer agrees that this full amount will be
paid by _____, 19__.²

¹Specify lots if desired.

²No earlier than two weeks prior to the start of construction.

2. The developer agrees that payment 'shall be made according to the following schedule:

a. The developer agrees to deposit the amount of \$ _____ with the utility on _____, 19__, ³ which represents _____% of the cost of materials and supplies and detailed engineering.

b. The developer agrees to pay \$ _____ which is the remainder of the total amount required by paragraph 1, by _____ 19__.⁴

3. The utility agrees to extend its main as described above after receipt of the amounts required in Paragraph 2.

4. The utility agrees to furnish all pipe fittings, pumps, controls, structures, equipment and whatever labor is required to install said main completely and to make service connections to the property line of each proposed customer.

5. Where these facilities are being installed on private property, the applicant agrees to furnish the utility a permanent easement, free of encumbrances, entitling the utility to construct, own, maintain and replace the above describe facilities.

6. Within 60 days following determination of the final costs incurred for the extension, including main, utility portion of the service line and fire protection allocation, the amount advanced shall be adjusted to the actual cost of construction less the investment amount if applicable, either by the utility's return to the applicant of any excess amount, or by an additional payment by the applicant to the utility to cover any deficiency.

³No earlier than two months in advance of construction

⁴No earlier than two weeks prior to the start of construction.

customer, the utility will make an additional investment in the main extension in the amount of \$ _____ the investment amount calculated for 19__-__⁵ The utility will make a payment to the customer of that portion of the additional investment and that portion of the additional customer contribution made by a new customer as calculated in accordance with the allocation formulas established by rule of the Public Utilities Commission. In no event shall the aggregate amount of investment by the utility pursuant to this paragraph exceed 50% of the total cost of the main extension.

ALTERNATIVE PARAGRAPH 7 for utilities which choose pursuant to 35 M.R.S.A. 572-A to make no investment: Each time a new customer is connected to the water' main during the 10 years following connection of the first customer, the utility will pay to the customer that portion of the customer contribution made by the new customer as calculated pursuant to rule of the Public Utilities Commission.

8. The water main extension and utility portion of the service line shall be owned by the utility. The utility will have a continuing obligation to maintain them.

9. The utility shall have the right to extend its main further beyond the extension and to serve other mains, or to Cap and take off-from the extension laterally. Further or lateral extensions shall not be considered as part of the main extension agreed to herein for purposes of investments by the utility or customer contributions.

10. This contract is subject to the rules of the State of Maine Public Utilities Commission governing water main, extensions (65-407 C.M.R. 65), which are hereby incorporated by reference into this contract. In the event of a conflict between this contract and the Commission's water main extension rule, the rule shall govern. The parties understand that the provisions of this contract are subject to alteration by a decision or rule of the Public Utilities Commission.

11. Disputes arising under this contract or under the Public Utilities Commission water main extension rule may be referred pursuant to that rule to the Commission for resolution.

⁵ Year of connection of first customer to main extension.

12. This agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties hereto have caused this agreement to be executed by their duly authorized officers this _____ day of _____ in the year 19__.

WITNESSES:

By _____
Its

By _____
Its
